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E. AUSTIN JAMES, ASSIGNEE OF ANNIE V. SMITH, MORTGAGEE OF BENJAMIN A. MOCK AND DORIS M. MOCK, HIS WIFE

NO. 2024 EQUITY

IN THE CIRCUIT COURT

FOR FREDERICK COUNTY

* * *

PETITION AND

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR FREDERICK COUNTY, MARYLAND, SITTING AS A COURT OF EQUITY:

The Petition and Report of Sale of E. Austin James, Assignee of a Mortgage executed by Benjamin A. Mock and Doris M. Mock, his wife, to Annie V. Smith, by William W. Wenner, his solicitor, respectfully represents unto your Honors:

FIRST: That on the 27th day of February, 1962, Benjamin A. Mock and Doris M. Mock, his wife, being then and there indebted unto Annie V. Smith, in the sum of Nine Thousand Nine Hundred Dollars (\$9,900), as evidenced by their promissory note of said date for said sum of money payable to the said Annie V. Smith, or order, with interest from date at the rate of six per cent (6%) per annum, executed their deed of mortgage of said date to secure the payment of said note and interest, which said mortgage is recorded in Liber 665, Folio 217, one of the Land Records of Frederick County, Maryland, whereby the said Benjamin A. Mock and Doris M. Mock, his wife, conveyed unto the said Annie V. Smith, all that let, piece or parcel of ground together with the improvements thereon, described in said mortgage, to-wit;

All that lot of land being Lot No. 14 on the plat of 'Moncacy Park', a subdivision for William H. Goodsell and Pauline E. Goodsell, his wife, prepared by Frank W. Rothenhoefer, Civil Engineer and Surveyor, on July 12, 1954, and recorded in Plat Book No. 3, Folio 97, one of the Plat Books in the office of the Clerk of the Circuit Court for Frederick County, Maryland, being all and the same real estate which was conveyed from Annie V. Smith, widow, to Benjamin A. Mock and Doris M. Mock, his wife, by deed dated February 27, 1962, and recorded in Liber 664, Folio 521, one of the Land Records of Frederick County, Maryland, together with all of the buildings and improvements thereon, and all of the rights, ways, roads, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and in which said mortgage, it was, among other things, provided that if default should be made in the payment of the principal when due, or in the payment of interest as therein provided, or in any agreement, covenants, or condition of said mortgage, then the entire mortgage debt should be deemed due and payable, and it should be lawful for the said Annie V. Smith, or her agent and attorney, or for any assignee of the said mortgage, at any time after such default, to sell the property therein mortgaged at public auction for cash, and to grant and convey the said